IN THE HIGH COURT OF JUDICATURE AT PATNA
MA No.261 of 2003
NATIONAL INSURANCE CO.LTD.
Versus
ANIL KUMAR PANDEY & ORS
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22. 19.08.08. Heard.

The appellant National Insurance Co. Ltd. being aggrieved with and dissatisfied by the judgment dated 27th February, 2003 passed by III Addl. Motor Accident Claim Tribunal-cum-3rd Addl. District Judge, Gopalganj, in Motor Accident Claim Case No. 24/99/1/2000 has filed this case. The claimant Anil Kumar Pandey who is respondent here has filed Claim Case for seeking compensation against the erring bus which was being driven rashly and negligently as a result of which he was thrown out from the bus on the asphalted road and sustained severe multiple injury on his person. A police case bearing Mirganj P.S. Case No. 76/99 under Section 279 and 337 I.P.C. was drawn which ultimately culminated in charge sheet against the driver of the vehicle. Due to such accident the claimant became permanent disabled and incapable to perform his legal job. The claimant was a legal practitioner of five-six years standing. A claim of Rs. 100/- (one hundred) per day by way of his regular income was held by the learned Tribunal which comes to Rs. 3,000/- per month.

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It has been further submitted that the claimant was travelling on the offending vehicle bearing No. BR-28/3767 and when the offending vehicle reached nearby Sabeyan P.S. Mirganj, District-Gopalganj, the driver turned the offending vehicle in zig-zag manner and in that course the claimant Anil Kumar Pandey who was a practicing Advocate thrown out on the road sustained injury of 80 percent permanent disabled which was certified by the

Medical Board (Exhibit-3) and as such the claimant was not in a position to earn his livelihood by professing legal business.

The Tribunal on considering and taking into account entire facts and circumstances, documents and evidence has also observed that income of the claimant at Rs. 100/-(one hundred) per day i.e. 3,000/-(Three thousand) per month as a lawyer of six-seven years standing, and has held that 80 percent permanent disablement and incapable, pursuant to the said accident. Further he granted compensation at the income of Rs. 36,000/-(Thirty six thousand) per annum. Medical expenses has also taken into consideration along with expenses i.e. medical attendant expense and sundry expense and has arrived at a conclusion that Rs. 5,37,000/-(Five lacs thirty seven thousand only) would be suitable amount to be paid by way of compensation to the claimant respondent.

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Here the plea has been raised on behalf of the appellant that insurance cover was not duly recognised as genuine and the claimant is not entitled to get compensation in view of impugned order. But in view of impugned order, Insurance Company has not challenged the genuineness of the insurance cover.

A written statement filed on behalf of the appellant in para 9 has stated that insurance covered in respect of the vehicle was issued by the appellant Insurance Company for the period on which accident took place.

In the facts and circumstance and in pursuant to the impugned order and award, the appeal is dismissed with a direction to the appellant to pay the remaining amount within sixty days from the date of passing of the said order. No interest for the period commencing from the date of filing of this

appeal shall be payable.

Rs 25,000/- (Twenty five thousand only) which has been deposited by the appellant may be sent to the Tribunal to be utilized by the appellant for the purpose of payment.

m.p. **(Subash Chandra Jha, J)**

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